

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WISCONSIN

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KURYAKYN HOLDINGS LLC,

Plaintiff,

v.

CIRO, LLC, *et al.*,

Defendant.

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3:15-cv-703-JDP

**Defendants' Initial  
Rule 26.01 Disclosures**

Pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure, Defendants Ciro, LLC ("Ciro"), Thomas Rudd, Darron May, Ken Madden, and Christopher Lindloff (collectively, "Defendants") hereby make the following disclosures to Plaintiff Kuryakyn Holdings LLC ("Kuryakyn"), based on the information now available to Defendants. Defendants reserve the right to and will supplement these disclosures as further information becomes available.

**A. Rule 26(a)(1)(A):**

<b>Name</b>	<b>Address &amp; Telephone Number</b>	<b>Subject of Information</b>
Thomas Rudd	Contact through counsel for Defendants	Formation of Kuryakyn; Kuryakyn project development, budgets, and research and design; decision to resign from Kuryakyn; employment with Kuryakyn.
Darron May	Contact through counsel for Defendants	Design of Crusher brand air cleaner at Kuryakyn; design of tappet block cover at Kuryakyn; design of cylinder base cover at Ciro; project development, research and design at Kuryakyn; employment at, and Employment Agreement with, Kuryakyn; decision to resign from Kuryakyn.

<b>Name</b>	<b>Address &amp; Telephone Number</b>	<b>Subject of Information</b>
Ken Madden	Contact through counsel for Defendants	MaddK Studio; "Snake Design" logo; design of tri-bar air cleaner at Ciro; design of cylinder base cover at Kuryakyn; employment at, and Employment Agreement with, Kuryakyn; decision to resign from Kuryakyn.
Christopher Lindloff	Contact through counsel for Defendants	Design of lifter block cover at Ciro; employment at, and Employment Agreement with, Kuryakyn; decision to resign from Kuryakyn.
Aero Rudd	Contact through counsel for Defendants	Creation of Ciro, LLC; Ciro suppliers, customers, and employees.
Thomas Ellsworth	Contact through counsel for Defendants	Resignations from Kuryakyn; Ciro suppliers; product development, budgets, research and design at Kuryakyn; Kuryakyn suppliers and customers.
Brian Etter, former MAG President and Chief Executive Officer	111 Camino San Clemente San Clemente, CA 92672 (949) 533-1195	Employee dissatisfaction at Kuryakyn; Kuryakyn budgets, research and design, and marketing decisions.
Dan Parvey	1423 129th St New Richmond, WI 54017 (651) 399-8419	Design of megaphone muffler at Kuryakyn.
Mike Roland	Known telephone number is 612-201-4973.	Design of megaphone muffler at Kuryakyn.
Rick Busch, former MAG Chief Operating Officer	Defendants will contact through counsel for Kuryakyn.	Employee dissatisfaction at Kuryakyn; operational changes at Kuryakyn.

Kuryakyn's counsel shall direct any communication to any current Ciro, LLC employee through the undersigned counsel. Defendants also hereby incorporate by reference all individuals listed in Kuryakyn's Fed. R. Civ. P. 26(a) disclosures.

Defendants specifically reserve the right to supplement their disclosures as discovery warrants and through subsequent discovery responses.

**B. Rule 26(a)(1)(B): “[A] copy of, or a description by category and location of, all documents, data compilations, and tangible things that are in the possession, custody, or control of the party and that the disclosing party may use to support its claims or defenses, unless solely for impeachment.”**

The following are categories of documents, data compilations, and tangible things that Defendants may use to support their defenses that are currently in their possession, custody, or control:

1. Design documents related to the Ciro designs at issue;
2. Correspondence relating to the Ciro designs at issue; and
3. Documents and correspondence relating to Defendants Rudd, May, Madden, and Lindloff’s resignations from Kuryakyn.

Defendants specifically reserve the right to supplement their disclosures as discovery warrants and through subsequent discovery responses.

**C. Rule 26(a)(1)(C): Computation of damages.**

Defendants are not currently seeking damages but reserve the right to do so based on discovery of applicable contractual provisions allowing recovery of attorneys’ fees and costs.

**D. Rule 26(a)(1)(D): Insurance agreements relevant to this matter.**

No such agreements exist.

DATED: March 16, 2016

**Robins Kaplan LLP**

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